

RESOLUTION NO. 4038

RESOLUTION APPROVING OPTION AGREEMENT
FOR SALE OF OLD TOKAY HIGH SCHOOL CAMPUS
TO CITY OF LODI

WHEREAS, the Lodi Unified School District Governing Board has indicated its desire to sell to the City of Lodi that parcel of property known as the 'Old Tokay High School site': consisting of 10.09 acres; and

WHEREAS, the Lodi City Council has indicated its desire to obtain an option to purchase this site for a future Civic Center for the City of Lodi;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi has approved the Option Agreement herewith attached covering the purchase of the Old Tokay High School site for a purchase price of \$475,000.00;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Lodi has authorized the Mayor to execute said Option Agreement on behalf of the City of Lodi.

Dated: February 24, 1975

I hereby certify that Resolution No. 4038 was passed and adopted by the City Council of the City of Lodi in ~~an~~ adjourned regular meeting held February 24, 1975 by the following vote:

Ayes: Councilmen - Ehrhardt, Hughes, Schaffer, and Pinkerton

Noes: Councilmen - None

Absent: Councilmen - Katnich

Alice M. Reimghe
ALICE M. REIMGHE
City Clerk



OPTION AGREEMENT

SALE OF OLD TOKAY HIGH SCHOOL CAMPUS TO CITY OF LODI

In Consideration of \$4,750.00, receipt of which is hereby acknowledged, Lodi Unified School District, a Political Subdivision of the State of California, hereinafter called Optionor, does hereby grant to the City of Lodi, a Municipal Corporation, hereinafter called Optionee, the option to purchase that certain real property, not including any personal property other than that specifically mentioned herein, situate in the City of Lodi, County of San Joaquin, State of California, described as follows:

Commencing at the center line of Oak Street at the intersection of the center line of Hutchins Street according to the official map or plat of Hutchins Addition to Lodi as filed for record in the office of the County Recorder of San Joaquin County on April 10th, 1897, and running thence westerly along the center line of Oak Street 760 feet; running thence at right angles southerly 687.79 feet; running thence at right angles easterly 760 feet to the center line of Hutchins Street; running thence at right angles northerly along the center line of Hutchins Street 687.79 feet to the point of beginning, RESERVING therefrom for road or street purposes the East 30 feet thereof; the West 30 feet thereof; the North 30 feet thereof and the South 30 feet thereof, and being all of Lots Numbered Eight (8) and Nine (9) and portions of Lots Numbered Seven (7), Ten (10) Eleven (11) and Twelve (12) in Block Number Fourteen (14) of Hutchins Addition to Lodi according to the official map or plat of said addition filed for record in the office of the County Recorder of San Joaquin County on April 10th. 1897.

for the total purchase price of \$475,000.00 cash to be paid upon exercise of the Option. Optionor and Optionee understand that the above-described property is presently being used by Optionor as a campus for Tokay High School; that Optionor is in the process of constructing a New Tokay High School site and buildings to house the Tokay High School students; that until such time as the New Tokay High School site is completed Optionor is not willing to grant Optionee the right to purchase said property and take possession thereof; that it is Optionor's wish that as soon as the New Tokay High School site is completed and as soon thereafter as possession of said property is taken by Optionor, that Optionee exercise the Option provided for herein and pay the consideration thereof to Optionor.

In view of the foregoing recitations, the Option granted herein shall be exercised by Optionee not later than 180 days after Optionor notifies, in writing, Optionee that the Tokay High School campus and buildings have been vacated.

In the event that Optionor does not actually commence construction of the New Tokay High School site on or before January 1, 1977, then this Option shall be of no further force and effect and in such event, Optionor shall return to Optionee the aforesaid sum of \$4,750.00

Optionee agrees that in the event that it determines that it does not wish to exercise this Option at any time during the period covered by this agreement, it will immediately notify Optionor in writing so that said property may be put on the market for sale to other parties and the sum of \$4,750.00 shall be retained by Optionor less the sum of \$1,583.33 per year for each full calendar year up to and including three years from the date of execution of this Option.

This Option shall be exercised by Optionee notifying Optionor in writing of its intention to exercise the Option and by the Depositing of the total purchase price called for herein, less the consideration of \$4,750.00, into escrow with Title Insurance and Trust Company of Stockton, California, not later than 180 days after Optionor notifies Optionee in writing that the Tokay High School campus and buildings have been vacated.

In the event of the exercise of the Option, Optionor shall have the responsibility to demolish and remove the main classroom building (being a three story brick building located between the Science building and the auditorium and in front of the girl's and boy's gymnasium) on the property. Such demolition and removal shall be confined to the second and third floor of said building. The first floor (also known as the basement floor) housing electrical and natural gas supply and distribution facilities, boiler facilities and heat distribution facilities, will remain not demolished and protected from the elements by means of a weather-proofed roof structure provided by Optionor at Optionor's expense.

The present portable classroom buildings located on said real property and any utility lines serving said portable buildings shall be removed by Optionor at its expense prior to Optionor's written notice to Optionee that Optionor has vacated Tokay High School campus and buildings and the land under the buildings so removed shall be rough graded to a substantially level grade.

In the event that Optionee exercises the Option to purchase the above-described property, then Optionee does hereby agree that in the event that Optionee decides to sell said real property at any time within ten years after the date of the close of sale of the escrow contemplated by this Option, that after Optionor has been reimbursed for its costs of such sale, as well as its share of the original appraisal and the title insurance and escrow fees, any excess monies received by Optionee over and above the purchase price of \$475,000.00 shall be divided one-half to Optionor and one-half to Optionee.

Optionor and Optionee each know of the other property owned by Optionor to the east and south of the property hereinabove described. At such time as Optionor determines that any of said property is to be sold, then Optionee will be given the right to jointly share in the cost of an appraisal for the purchase of said property by Optionee, and Optionee is hereby given the right to purchase said property at the resulting appraised value. In the event that Optionee is desirous of purchasing said property at said appraised value then the purchase price shall be paid by Optionee to Optionor within 180 days after the completion of the appraisal.

Time is of the essence of this Option.

LODI UNIFIED SCHOOL DISTRICT

Date _____

By _____
President

Attest: _____
Clerk of the Board of Trustees

OPTIONOR

Date February 26, 1975

CITY OF LODI

By _____
Mayor

Attest: _____
City Clerk

OPTIONEE